

INFORMAL SMALL PURCHASE

RFQ #1141881

Graphic Design Services

ISSUE DATE: April 4, 2022
SUBMISSION DEADLINE: 1:00 PM, EDT, April 11, 2022

The Montgomery County Community Engagement Cluster is soliciting bids for Graphic Design Services. Bids must be returned no later than the date and time listed above. If a bidder is interested in submitting a bid but cannot make the submission deadline, the bidder must call the Community Engagement Cluster to see if an extension may be granted. If a bidder is not interested in submitting a bid at this time, the bidder should sign the Quotation Sheet, write/type "NO BID" on it, and return it to the Community Engagement Cluster.

The following pages contain the Terms, Conditions, and Scope of Services for this Informal Solicitation.

One original of your bid must be submitted to Yvette.Torres@MontgomeryCountyMD.gov or Yvette Torres, MCG CEC, 21 Maryland Ave, Suite 330, Rockville, MD 20850.

Should you have any questions regarding the information, or the scope of services contained in this solicitation, contact Yvette Torres at Yvette.Torres@MontgomeryCountyMD.gov.

Local Small Business Reserve Program (LSBRP) Notice

This solicitation is reserved for only application submitted/certified status local small businesses timely registered with the County's LSBRP. This solicitation thus comes under County Code, sections 11B-17A; 11B-65; 11B-70 and Executive Regulation 21-05AM. These documents can be accessed through the LSBRP website at www.montgomerycountymd.gov/LSBRP

LSBRP criteria are based on a firm's location, ownership status, number of employees and annual revenue amount, submitting a bid/proposal constitutes willfully stating your firm is an application submitted/certified Local Small Business. Therefore, if you wish to submit a bid for this solicitation adhering to the LSBRP, you must:

1. Submit an application as a LSBRP firm prior to the bid's due date. If your LSBRP status is not application submitted/certified in our database prior to the bids due date and time, then your bid will be deemed non-responsive and rejected. Go to the LSBRP web site (www.montgomerycountymd.gov/LSBRP) and follow the instructions under "Register."
2. After the informal solicitation closes and upon notification by the County, you must provide within three (3) business days the LSBRP documentation of:
 - all of its business location(s) (if more than one),
 - number of employees by location
 - annual gross revenue of the business for the past three fiscal years.

(The preferred documents are copy of a lease, Maryland Unemployment Insurance Contribution Report (summary or quarterly), and Financial Statement/Tax Returns. At the discretion of the LSBRP, an alternative type of documents might be accepted.) If, after receipt of these documents, the LSBRP finds that your firm does not meet the LSBRP requirements, then your bid will be deemed non-responsive and rejected. For questions, contact the LSBRP (240-777-9913). If, after receipt of these documents, the LSBRP finds that your firm does not meet the LSBRP requirements, then your bid will be deemed non-responsive and rejected. For questions, contact the LSBRP (240-777-9913).

| | | |
|----------------------------------|--|--|
| <p>Informal RFQ #1141881</p> | <p>MONTGOMERY COUNTY, MARYLAND Graphic Design Services SOLICITATION, BID AND AWARD SHEET</p> | <p>RETURN BID TO: Yvette.Torres@montgomerycountymd.gov Yvette Torres MCG CEC 21 Maryland Ave., Suite 330 Rockville, MD 20850</p> |
|----------------------------------|--|--|

PART I: SOLICITATION

THE FOLLOWING DOCUMENTS ARE HEREBY INCORPORATED BY REFERENCE INTO AND MADE PART OF ANY CONTRACT AWARDED.

1. The "General Conditions of Contract between County and Contractor", and the "Special Terms and Conditions" shown in Sections B and C of this document.
2. The specifications/scope of work shown in Section D of this document.
3. This "Solicitation, Bid and Award Sheet" and the attached solicitation Quotation Sheet(s).

PART II-BID

The Bidder, by signing this solicitation, agrees that its prices and/or discounts for all desired goods and/or services shall remain firm for the above time period prior to contract award. Also, the Bidder agrees that all instructions, terms, conditions, specifications, and amendments of this solicitation shall remain firm for the time period prior to contract award.

The County's Standard Payment Terms are Net Thirty (30) Days. This does not preclude an offeror from offering a prompt payment discount for payment of proper invoices in less than (30) days. An optional prompt payment term is not required, but may be offered conditioned on the following basis: Only a prompt payment discount, conditioned on a thirty-day or greater payment basis, will be utilized to recalculate prices for purposes of the Method of Award process for price/cost only. Prompt payment discounts may be offered on a shorter payment basis and adopted by the County at time of award, but will not be considered during the Method of Award process.

NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS: The correct and full legal business name of the bidder must be used in bids received and on all contracts issued as a result of this solicitation. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the full legal name is different. Corporations must have names that comply with State Law, which requires a suffix indicating the corporate status of the business (e.g. Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as) respectively. The offeror's signature on the proposal, contract, amendment(s), or related correspondence, must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

| | |
|---|----------------|
| BIDDER'S CORRECT AND FULL LEGAL BUSINESS NAME: | TELEPHONE NO.: |
| ADDRESS: | |
| REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address) | |
| BIDDER'S E-MAIL ADDRESS: | |
| NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT): | |
| SIGNATURE: | DATE: |

Informal Solicitation #1141881

SECTION A INSTRUCTIONS, CONDITIONS AND NOTICES

1. INTENT

The Intent of this Informal Solicitation is to solicit bids for the procurement Graphic Design Services for the Community Engagement Cluster of Montgomery County, Maryland, as per the Terms, Conditions, Specifications, and/or Scope of Work, and Quotation Sheet contained herein.

2. BID SUBMISSION

Bids must be submitted no later than 1:00 pm EDT, April 11, 2022 to:

Yvette.Torres@montgomerycountymd.gov
Yvette Torres
Community Engagement Cluster
21 Maryland Ave, Suite 330
Rockville, Maryland 20850

Bids submitted after 1:00 pm EDT, April 11, 2022 will not be considered.

3. VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to a bidder in regard to this Informal Solicitation will not be binding on the County. Any information given to a bidder, in response to a request, will be furnished to all bidders as an amendment to this Informal Solicitation, if such information is deemed necessary for the preparation of bids, or if the lack of such information would be detrimental to the uninformed bidders. Such amendments only, when issued by the Contracting Officer, will be considered as being binding on the County.

4. AWARD OR REJECTION OF BID

The County reserves the right to accept or reject any of all bids, or portions thereof, to waive minor irregularities and to award the Contract in the best interest of the County. Conditional or qualified bids are subject to rejection. The County reserves the right to reject the bid of a bidder who has previously failed to perform properly or to complete in a timely manner, contracts of a similar nature, or if investigation shows the bidder unable to perform the requirements of the contract.

5. METHOD OF AWARD

This Informal Solicitation will be awarded to the bidder with the lowest responsive bid and who is responsible as determined by the Director, Office of Procurement. The lowest bid will be determined by the lowest price per group as outlined on Attachment A - Quotation Sheet.

6. MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority, Female, Disabled Person (MFD) Procurement Program. Further information regarding the County's MFD program is contained within this solicitation (see the provision entitled "Minority-Owned Business Addendum to the General Conditions of Contract between County and Contractor" and its companion document entitled "Minority, Female, and Disabled-Person Subcontractor Performance Plan").

7. MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County and Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

8. NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS

The correct and full legal business name of the entity involved must be used on bids received and on contract(s) issued as a result of this solicitation. A trade name, i.e., a shortened or different name under which the firm does business, must not be used when the full legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of that business (e.g., Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. The signature on the bid, contract, amendment, or related correspondence must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

No bids will be accepted unless submitted in ink or typewritten. Changes made to the prices bid prior to the opening must be done legibly and initialed by the offeror making the changes.

9. PROMPT PAYMENT DISCOUNT TERMS

Bidders please note: Prompt payment discounts will be considered in the evaluation of your bid if the discount on payments is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.

10. BIDDER'S PAYMENT TERMS

The County will reject as non-responsive a bid under this Informal Solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of invoices in less than thirty (30) days.

11. QUALIFICATION OF BIDDERS

Bidders may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or are regularly engaged in performing the services on which they are submitting a bid, and in both cases maintain a regularly established place of business. An authorized representative of the County may visit and inspect any prospective Contractor's plant, manufacturing facility or place of business, etc. where the goods, services or construction are performed to determine ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.

12. BID PREPARATION EXPENSES

All costs incurred in the preparation and submission of bids will be borne by the bidder and shall not be incurred in anticipation of receiving reimbursement from the County.

SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The County's prevailing wage law, as found at §11B-33C of the County Code, applies to certain construction contracts. To the extent applicable, the County's prevailing wage requirements are enumerated within this solicitation/contract in the "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor." If applicable to this contract, the Addendum will be attached to the contract, and will be incorporated herein by reference, and made a part thereof.

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

Montgomery County's Earned Sick and Safe Leave Law, found at Sections 27-76 through 27-82 of the County Code, became effective October 1, 2016. An employer doing business in the County, as defined under the statute, must comply with this law. This includes an employer vendor awarded a County contract. A vendor may obtain information regarding this law at <http://www.montgomerycountymd.gov/humanrights/>

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests. The contractor must not employ any subcontractor that is a debarred or suspended person under County Code §11B-37. The contractor is fully responsible to the County for the acts and omissions of itself, its subcontractors and any persons either directly or indirectly employed by them. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the County, and nothing in the contract documents is intended to make any subcontractor a beneficiary of the contract between the County and the contractor.

5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

- A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:
- (1) serve as liaison between the County and the contractor;
 - (2) give direction to the contractor to ensure satisfactory and complete performance;
 - (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
 - (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
 - (5) accept or reject the contractor's performance;
 - (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
 - (7) prepare required reports;
 - (8) approve or reject invoices for payment;
 - (9) recommend contract modifications or terminations to the Director, Office of Procurement;
 - (10) issue notices to proceed; and
 - (11) monitor and verify compliance with any MFD Performance Plan.
- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any

requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS, AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code. In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those

products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.

- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and

Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the minimum insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. The minimum limits of coverage listed shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County, nor shall failure by the County to request evidence of this insurance in any way be construed as a waiver of proposed awardee/contractor's obligation to provide the insurance coverage specified. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the

Informal Solicitation #1141881

term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Contractor must provide to the County at least 30 days written notice of a cancellation of, or a material change to, an insurance policy. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. After consultation with the Department of Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

Please disregard TABLE A. and TABLE B., if they are replaced by the insurance requirements as stated in an attachment to these General Conditions of Contract between County and Contractor.

TABLE A. INSURANCE REQUIREMENTS
(See Paragraph #21 under the General Conditions of Contract between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

| | <u>Up to 50</u> | <u>Up to 100</u> | <u>Up to 1,000</u> | <u>Over 1,000</u> |
|--|-----------------|------------------|--------------------|-------------------|
|--|-----------------|------------------|--------------------|-------------------|

| | | | | |
|--|-----|-----|-------|------------|
| Workers Compensation (for contractors with employees) | | | | |
| Bodily Injury by | | | | |
| Accident (each) | 100 | 100 | 100 | See |
| Disease (policy limits) | 500 | 500 | 500 | Attach |
| Disease (each employee) | 100 | 100 | 100 | |
| Commercial General Liability for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors | 300 | 500 | 1,000 | See Attach |
| Minimum Automobile Liability (including owned, hired and non owned automobiles) | | | | |
| Bodily Injury | | | | |
| each person | 100 | 250 | 500 | See |
| each occurrence | 300 | 500 | 1,000 | Attach |
| Property Damage | | | | |
| each occurrence | 300 | 300 | 300 | |
| Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000 | 250 | 500 | 1,000 | See Attach |

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
27 Courthouse Square, Suite 330
Rockville, Maryland 20850 4166

*Professional services contracts only

(Remainder of Page Intentionally Left Blank)

TABLE B. INSURANCE REQUIREMENTS
(See Paragraph #21 under the General Conditions of Contract between County and Contractor)

| | <u>Up to 50</u> | <u>Up to 100</u> | <u>Up to 1,000</u> | <u>1,000</u> |
|---|-----------------|------------------|--------------------|--------------|
| Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability | 300 | 500 | 1,000 | |

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
27 Courthouse Square, Suite 330
Rockville, Maryland 20850 4166

(Remainder of Page Intentionally Left Blank)

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. INFORMATION SECURITY

A. Protection of Personal Information by Government Agencies:
In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

B. Payment Card Industry Compliance:
In any contract where the Contractor provides a system or service that involves processing credit card payments (a "Payment Solution"), the Payment Solution must be Payment Card Industry Data Security Standard Compliant ("PCI-DSS Compliant"), as determined and verified by the Department of Finance, and must (1) process credit card payments through the use of a Merchant ID ("MID") obtained by the County's Department of Finance by and in the name of the County as merchant of record, or (2) use a MID obtained by and in the name of the Contractor as merchant of record.

24. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

25. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B 33 and Section 27 19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

26. PAYMENT AUTHORITY

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

27. P-CARD OR SUA PAYMENT METHODS

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

28. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

29. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice.

However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

30. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

31. TIME

Time is of the essence.

32. WORK UNDER THE CONTRACT

Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

33. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

PMMD-45. Revised 3/1/2018

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

SECTION C. SPECIAL TERMS AND CONDITIONS

1. GENERAL CONDITIONS

The General Conditions of Contract between County & Contractor (Section B) are incorporated and made part of this Informal Solicitation and any resultant contract. The Division of Risk Management has waived the "Mandatory Insurance Requirements" for this Contract.

2. CLEANING OF SITE

The Contractor shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by the work performed. Upon completion of the work, waste materials, rubbish, and tools, equipment, machinery and surplus materials shall be removed from and about the project (job). All building surfaces and work areas are to be left "broom clean."

3. COMPENSATION

The County will pay the Contractor in accordance with the unit price listed on the Quotation Sheet.

4. CONTRACT ADMINISTRATOR

The Contract Administrator, or designee, shall be responsible for inspecting all work and authorizing payment upon acceptance.

The designated Contract Administrator for the Community Engagement Cluster is

Yvette Torres
21 Maryland Ave, Suite 330
Rockville, MD 20850
(240) 777-8044.

5. CONTRACT TERM

The term of the Contract is for one year from the date of signature by the Director, Office of Procurement. Before the Contract term ends, the Director may (but is not required to) renew this Contract, if the Director determines that renewal is in the best interests of the County. The Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew for two additional one-year periods.

6. DELAYS AND EXTENSION OF TIME

If the Contractor is delayed at any time in the delivery of Supplies, Material, Equipment and/or Services by any act or neglect of any separate Contractor employed by the County, or by changes ordered in the Supplies, Materials, Equipment and Services, or by strikes, lockouts, fires, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the County, the County shall decide the extent of such delay or the justification of any other delay, then the time of completion shall be extended for such reasonable time as the County may decide.

7. FAILURE TO PERFORM/DELIVER

In the event of a Contractor's failure to comply with the established delivery schedule, the County reserves the right to make an open market purchase of the required materials and/or services, and to charge as damages, the difference between the established price and the actual cost incurred by the County and to collect such charges from the Contractor, from any money due under this contract, or any other contract with the County. Alternatively, the County may assess liquidated damages at the rate of 1% per day of the cost of such item or service for each day of delay beyond the established delivery date.

8. INVOICES

All true and corrected invoices and all inquiries regarding payment are to be sent to the Contract Administrator listed above. **Failure to promptly comply with this requirement will delay payment.**

9. METHOD OF ORDERING

It is the intention of the County to issue written purchase orders or blanket purchase order(s) to the contractor(s). If blanket purchase order(s) is/are issued, written individual releases against such blanket order(s) will be made by the using agency as required. Issuance of all purchase orders will be contingent upon appropriation of funds by the Montgomery County Council and encumbrance of such funds after July 1, of each year, as provided by the Montgomery County Code.

10. NET PRICES

Prices are net, inclusive of all charges for transportation FOB Destination, freight prepaid and allowed, and inside delivery, and all other charges necessary for performance under the Contract. Prices are less Federal, State, and Local taxes.

11. NEW MATERIALS

Unless this contract specifies otherwise, the Contractor represents that the supplies and components are new and are not of such age or so deteriorated as to impair their usefulness or safety.

12. PROTECTION OF EXISTING FACILITIES

The Contractor shall take all necessary precautions during the period of service to protect existing County facilities from damage by the Contractor, Contractor's employees, subcontractor or subcontractor's employees and shall repair or replace, at the Contractor's own expense, any damaged property caused by the Contractor, Contractor's employees, subcontractor or subcontractor's employees.

13. PURCHASE OF GOODS BY NON-PROFIT ORGANIZATIONS

Pursuant to the requirements set forth in the Montgomery County Code, Chapter 11B-49, the Contractor agrees to extend the same terms, conditions, and prices for the goods provided by the Contractor pursuant to this contract to those Non-Profit organizations which may need the goods in order to perform a contract with the County. Non-Profit Organizations are defined as those organizations that are exempt from taxation under Section 501(c) (3) of the Internal Revenue Code but are not defined as a "public entity" under subsection (n) of Chapter 11B-1 of the Montgomery County Code.

14. TRAVEL TIME

No payment for travel time to or from a job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves each job site. The Project Coordinator or Contract Administrator will verify time records.

SECTION D – SCOPE OF SERVICE

1. BACKGROUND

The Montgomery County Community Engagement Cluster's Wheaton Urban District and Silver Spring Urban District require graphic design services to augment their communications with the public and for the promotion of their events and programs. The County intends to enter into a Contract with a contractor who is technically proficient with graphic design programs, including Adobe CS Cloud. Work will be assigned to the Contractor based on County need, and at the sole discretion of the Contract Administrator, or designee.

2. SCOPE OF SERVICES

The Scope of Work contained herein is intended to outline the general contractor requirements under this Informal and any resultant contracts that may be executed as a result of this solicitation. The listed Scope of Work is not all inclusive of the services that may be required under any contract, which may be issued as a result of the Informal.

The contractor must provide technical expertise for a broad range of graphic design activities. Assignments and responsibilities may include, but are not limited to:

- A. All assignments must be approved by the Contract Administrator or designee before work may begin. The Department may require 24-hour turnaround for some graphic design projects.
- B. The Contractor must use only County-approved graphics in all design projects. This includes approved County logos, photographs and all other graphical elements of design. Graphics must be properly licensed. All text copy will be provided by the County.
- C. The Contractor must be able to provide multiple concepts of design for all projects.
- D. The Contractor must be able to create a variety of digital media products, including but not limited to:
 - a. 8.5"x11" flyers, 11"x17" posters, 8.5"x5.5" half-pagers, programs, and tri-fold brochures for a variety of County events, including but not limited to the Silver Spring Summer Concerts, Silver Spring Jazz Festival and Montgomery County Thanksgiving Parade.
 - b. Social media graphics advertising events in multiple sizes matching current social media design standards.
 - c. Resizes of created graphic designs in the following sizes: 1300x700px for County website sliders, 1920x10px capped at 1.5 MB for advertisement at the AFI Theater, as well as sizes specified for use at the Silver Spring Library/breezeway, the Silver Spring Jumbotron, over-road banners, promotional/marketing items and other website/public space resizes as needed.
- E. Contractor must provide all proofs in PDF format, and all approved final proofs must be provided in print-ready format with appropriate print marks/bleeds as necessary.
- F. The Contractor must coordinate with appropriate County staff to ensure all graphics are suitable for use on mobile devices, and all graphics intended for the department's website must comply with responsive web and Americans with Disability Act requirements (ada.gov/websites2_print.pdf).
- G. The Contractor must be able to coordinate with the Department's chosen printers as needed.

Informal Solicitation #1141881

- H. The Contractor must provide a monthly report of work to be submitted when Contractor submits invoices for County approval.

3. BID SUBMISSION

Your bid submission must contain the following documents:

1. Signed Bid, Award, Sheet (Page ii)
2. Quotation Sheet (Attachment A, Page A1)
3. Completed Minority, Female, Disabled Persons Performance Plan (See #7 on Attachment D – PMMD6-65)
4. Completed Wage Requirement Form (See #10 on Attachment D – PMMD-177)
5. References (Attachment C)

ATTACHMENT A

QUOTATION SHEET

Digital Graphic Design Hourly Rate: _____/hour *

*The hourly rate must include any and all costs for the performance of work outlined herein, and be fully burdened including overhead, travel, insurance, profit, etc.

ATTACHMENT C

REFERENCES (at least three are requested to be submitted)

If references are required (see Optional Submissions section) for this solicitation, please provide them to the County with your bid. The three references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided.

If you do not include them with your bid submission, and you are one of the three low bidders, you may be required to submit references within ten (10) days notice from the County. Failure to provide the County with references within that time frame may result in the Bidder being ruled nonresponsible or nonresponsive by the Director, Office of Procurement or his/her designee and the forfeiture of your bid guarantee (if applicable).

1. Name of Firm: _____
Address: _____ City: _____ ST: _____ Zip: _____
Contact Person: _____ Phone: _____
Email Address: _____

2. Name of Firm: _____
Address: _____ City: _____ ST: _____ Zip: _____
Contact Person: _____ Phone: _____
Email Address: _____

3. Name of Firm: _____
Address: _____ City: _____ ST: _____ Zip: _____
Contact Person: _____ Phone: _____
Email Address: _____

Attachment D

Web-links for Documents and Forms

1. Central Vendor Registration System www.mcipcc.net
2. Frequently Asked Questions, Procurement <https://www.montgomerycountymd.gov/pro/help.html>
3. MD-SDAT <https://dat.maryland.gov/businesses/Pages/default1.aspx> and <http://dat.maryland.gov/businesses/Pages/Frequently-Asked-Forfeiture-Questions.aspx>
4. Mid-Atlantic Purchasing Team Rider Clause www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf
5. Minority Business Program & Offeror's Representation and Sample MFD Report of Payments Received www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf
www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf
6. Minority, Female, Disabled Person Program Information www.montgomerycountymd.gov/MFD
7. Minority, Female, Disabled Person Subcontractor Performance Plan www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf
8. Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf
9. Wage Requirement Law Payroll Reporting www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-183.pdf
10. Wage Requirements Certification Form and 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf
11. Wage Requirements for Services Contracts Addendum www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf
12. Wage Requirements Law Information www.montgomerycountymd.gov/PRO/DBRC/WWRL.html
13. Wage Requirements Law, Independent Contractor Certification <https://www.montgomerycountymd.gov/PRO/Resources/Files/PMMD-193.pdf>
14. Local Business Subcontracting Performance Plan www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-192.pdf